MOBILE DEVICE

Health and Safety and Warranty Guide

Please read this manual before operating your device and keep it for future reference.

GH68-42446B_REV_1.1

Warning! This product contains chemicals known to the State of California to cause cancer and reproductive toxicity.

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Do you have questions about your Samsung Mobile Device?
For 24 hour information and assistance, we offer a new FAQ/ARS System (Automated Response System) at:
www.samsung.com/us/support

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Section 1: Health/Safety Information

This section outlines the safety precautions associated with using your device. The terms "device" or "mobile device" are used in this section to refer to your Gear. **Read this information before using your mobile device.**

Note: When the Gear is synced with a compatible S Health app, you can use additional features. The additional features include checking your exercise records, and more.

Note: Applications such as Pedometer, Sleep, Exercise, UV, and Heart Rate are intended for leisure, well-being and fitness purposes only and are not intended for medical use. Before using these apps, read the instructions carefully.

Maintaining Water and Dust Resistance

This device is rated IP67 using the Ingress Protection rating system.

Your device has been tested in a controlled environment and shown to be water and dust resistant in certain circumstances (meets requirements of classification IP67 as

described by the international standard IEC 60529 - Degrees of Protection provided by Enclosures [IP Code]; test conditions: 15 - 35 °C, 86 - 106 kPa, 1 meter, for 30 minutes). Despite this classification, your device is not impervious to water damage in any situation. It is important that all compartments are closed tightly.

Follow these tips carefully to prevent damage to the device.

- Whenever your device gets wet, dry it thoroughly with a clean, soft cloth.

- Do not expose the device to salt water or ionized water, or to water over 1 meter deep for more than 30 minutes. If your device is exposed to fresh water, dry it thoroughly with a clean, soft cloth. If the device is exposed to any liquid other than fresh water, rinse the device with fresh water immediately and dry it thoroughly with a clean, soft cloth. Failure to rinse the device in fresh water and dry it as instructed may cause the device to suffer from operability or cosmetic issues.
- Do not expose the device to water at high pressure, such as ocean waves or a waterfall.
- If the device is dropped or receives an impact, the water and dust resistant features of the device may be damaged.

Exposure to Radio Frequency (RF) Signals

The U.S. Food and Drug Administration (FDA) has published information for consumers relating to Radio Frequency (RF) exposure from wireless phones. The FDA publication includes the following information:

Do cell phones pose a health hazard?

Many people are concerned that cell phone radiation will cause cancer or other serious health hazards. The weight of scientific evidence has not linked cell phones with any health problems.

Cell phones emit low levels of Radio Frequency (RF) energy. Over the past 15 years, scientists have conducted hundreds of studies looking at the biological effects of the radio frequency energy emitted by cell phones. While some researchers have reported biological changes associated with RF energy, these studies have failed to be replicated. The majority of studies published have failed to show an association between exposure to radio frequency from a cell phone and health problems.

The low levels of RF cell phones emit while in use are in the microwave frequency range. They also emit RF at substantially reduced time intervals when in the stand-by mode. Whereas high levels of RF can produce health effects (by heating tissue),

exposure to low level RF that does not produce heating effects causes no known adverse health effects.

The biological effects of radio frequency energy should not be confused with the effects from other types of electromagnetic energy.

Very high levels of electromagnetic energy, such as is found in X-rays and gamma rays, can ionize biological tissues. Ionization is a process where electrons are stripped away from their normal locations in atoms and molecules. It can permanently damage biological tissues including DNA, the genetic material.

The energy levels associated with radio frequency energy, including both radio waves and microwaves, are not great enough to cause ionization of atoms and molecules. Therefore, RF energy is a type of non-ionizing radiation. Other types of non-ionizing radiation include visible light, infrared radiation (heat), and other forms of electromagnetic radiation with relatively low frequencies.

While RF energy does not ionize particles, large amounts can increase body temperatures and cause tissue damage. Two areas of the body, the eyes and the testes, are particularly vulnerable to RF heating because there is relatively little blood flow in them to carry away excess heat.

Research Results to Date: Is there a connection between RF and certain health problems?

The results of most studies conducted to date say no. In addition, attempts to replicate and confirm the few studies that have shown a connection have failed.

The scientific community at large therefore believes that the weight of scientific evidence does not show an association between exposure to Radio Frequency (RF) from cell phones and adverse health outcomes. Still the scientific community has supported additional research to address gaps in knowledge. Some of these studies are described below.

Interphone Study

Interphone is a large international study designed to determine whether cell phones increase the risk of head and neck cancer. A report published in the International Journal of Epidemiology (June, 2010) compared cell phone usage for more than 5,000 people with brain tumors (glioma and meningioma) and a similar number of healthy controls.

Results of this study did NOT show that cell phones caused brain cancer. In this study, most people had no increased risk of brain cancer from using cell phones. For people with the heaviest use of cell phones (an average of more than ½ hour per day, every day, for over 10 years) the study suggested a slight increase in brain cancer. However, the

authors determined that biases and errors prevented any conclusions being drawn from this data. Additional information about Interphone can be found at www.iarc.fr/en/media-centre/pr/2010/pdfs/pr200_E.pdf.

Interphone is the largest cell phone study to date, but it did not answer all questions about cell phone safety. Additional research is being conducted around the world, and the FDA continues to monitor developments in this field.

International Cohort Study on Mobile Phone Users (COSMOS)

The COSMOS study aims to conduct long-term health monitoring of a large group of people to determine if there are any health

issues linked to long-term exposure to radio frequency energy from cell phone use. The COSMOS study will follow approximately 300,000 adult cell phone users in Europe for 20 to 30 years. Additional information about the COSMOS study can be found at www.ukcosmos.org/index.html.

Risk of Brain Cancer from Exposure to Radio Frequency Fields in Childhood and Adolescence (MOBI-KIDS)

MOBI-KIDS is an international study investigating the relationship between exposure to radio frequency energy from communication technologies including cell phones and brain cancer in young people. This is an international multi-center study involving 14 European and non-European countries. Additional information about

MOBI-KIDS can be found at www.creal.cat/programes-recerca/en_projectes-creal/view.php?ID=39.

Surveillance, Epidemiology, and End Results (SEER) Program of the National Cancer Institute

The National Cancer Institute (NCI) actively follows cancer statistics in the United States to detect any change in rates of new cases for brain cancer. If cell phones play a role in risk for brain cancer, rates should go up, because heavy cell phone use has been common for quite some time in the U.S. Between 1987 and 2005, the overall age-adjusted incidence of brain cancer did not increase. Additional information about SEER can be found at http://seer.cancer.gov/.

Cell Phone Industry Actions

Although the existing scientific data do not justify FDA regulatory actions, the FDA has urged the cell phone industry to take a number of steps, including the following:

- Support-needed research on possible biological effects of RF for the type of signal emitted by cell phones;
- Design cell phones in a way that minimizes any RF exposure to the user; and
- Cooperate in providing users of cell phones with the current information on cell phone use and human health concerns.

The FDA also is working with voluntary standard-setting bodies such as the Institute of Electrical and Electronics Engineers (IEEE),

the International Commission on Non-Ionizing Radiation Protection (ICNIRP), and others to assure that safety standards continue to adequately protect the public.

Reducing Exposure: Hands-Free Kits and Other Accessories

Steps to Reduce Exposure to Radio Frequency Energy

If there is a risk from being exposed to radio frequency energy (RF) from cell phones - and at this point we do not know that there is - it is probably very small. But, if you are concerned about avoiding even potential risks, you can take a few simple steps to minimize your RF exposure.

- Reduce the amount of time spent using your cell phone;

- Use speaker mode or a headset to place more distance between your head and the cell phone.

Hands-Free Kits

Hands-free kits may include audio or Bluetooth® headsets and various types of body-worn accessories such as belt-clips and holsters. Combinations of these can be used to reduce RF energy absorption from cell phones.

Headsets can substantially reduce exposure because the phone is held away from the head in the user's hand or in approved body-worn accessories. Cell phones marketed in the U.S. are required to meet RF exposure compliance requirements when used against the head and against the body.

Because there are no known risks from exposure to RF emissions from cell phones, there is no reason to believe that hands-free kits reduce risks. Hands-free kits can be used for convenience and comfort. They are also required by law in many states if you want to use your phone while driving.

Cell Phone Accessories that Claim to Shield the Head from RF Radiation

Because there are no known risks from exposure to RF emissions from cell phones, there is no reason to believe that accessories which claim to shield the head from those emissions reduce risks. Some products that claim to shield the user from RF absorption use special phone cases, while others involve nothing more than a metallic accessory attached to the phone.

Studies have shown that these products generally do not work as advertised. Unlike “hands-free” kits, these so-called “shields” may interfere with proper operation of the phone. The phone may be forced to boost its power to compensate, leading to an increase in RF absorption.

Children and Cell Phones

The scientific evidence does not show a danger to any users of cell phones from RF exposure, including children and teenagers. The steps adults can take to reduce RF exposure apply to children and teenagers as well.

- Reduce the amount of time spent on the cell phone;

- Use speaker mode or a headset to place more distance between the head and the cell phone.

Some groups sponsored by other national governments have advised that children be discouraged from using cell phones at all. For example, The Stewart Report from the United Kingdom made such a recommendation in December 2000. In this report, a group of independent experts noted that no evidence exists that using a cell phone causes brain tumors or other ill effects. Their recommendation to limit cell phone use by children was strictly precautionary; it was not based on scientific evidence that any health hazard exists.

Additional information on the safety of RF exposures from various sources can be obtained from the following organizations (updated 07/01/2014):

- FCC RF Safety Program: www.fcc.gov/oet/rfsafety/
- Environmental Protection Agency (EPA): www.epa.gov/radtown/wireless-tech.html
- Occupational Safety and Health Administration (OSHA): www.osha.gov/SLTC/radiofrequencyradiation/ (Note: This web address is case sensitive.)
- National Institute for Occupational Safety and Health (NIOSH): www.cdc.gov/niosh/

- World Health Organization (WHO): www.who.int/peh-emf/en/
- International Commission on Non-Ionizing Radiation Protection: www.icnirp.de
- Health Protection Agency: www.hpa.org.uk/Topics/Radiation/
- US Food and Drug Administration: www.fda.gov/Radiation-EmittingProducts/RadiationEmittingProductsandProcedures/HomeBusinessandEntertainment/CellPhones/default.htm

Specific Absorption Rate (SAR) Certification Information

Your wireless device is a radio transmitter and receiver. It is designed and manufactured not to exceed the exposure limits for Radio Frequency (RF) energy set by the Federal Communications Commission (FCC) of the U.S. Government.

These FCC RF exposure limits are derived from the recommendations of two expert organizations: the National Council on Radiation Protection and Measurement (NCRP) and the Institute of Electrical and Electronics Engineers (IEEE). In both cases, the recommendations were developed by scientific and engineering experts drawn

from industry, government, and academia after extensive reviews of the scientific literature related to the biological effects of RF energy.

The RF exposure limit set by the FCC for wireless mobile devices employs a unit of measurement known as the Specific Absorption Rate (SAR). The SAR is a measure of the rate of absorption of RF energy by the human body expressed in units of watts per kilogram (W/kg). SAR values for wrist worn devices are measured in reference to (wrist) extremity and head under simultaneous (multiple) transmitter conditions for each frequency band operation. For speaker mode communication this device has been tested when worn on the wrist and positioned a minimum of 1.0

cm from the head. For this device, the FCC safety limit for extremity SAR is 4.0 W/kg (10gm) and head SAR is 1.6 W/kg (1gm).

This device has extremity and head SAR levels that do not exceed FCC SAR safety limits. The FCC SAR limit incorporates a substantial margin of safety to give additional protection to the public and to account for any variations in measurements.

SAR tests are conducted using standard operating positions accepted by the FCC with the device transmitting at its highest certified power level in all tested frequency bands. Although the SAR is determined at the highest certified power level, the actual SAR level of the phone while operating can be well below the maximum reported value.

This is because the phone is designed to operate at multiple power levels so as to use only the power required to reach the network. In general, the closer you are to a wireless base station antenna, the lower the power output of the device.

Before a new model device is available for sale to the public, it must be tested and certified to the FCC that it does not exceed the SAR limit established by the FCC. Tests for each model device are performed in positions and locations (e.g. at the ear and worn on the body) as required by the FCC.

Use of other accessories may not ensure compliance with FCC RF exposure guidelines. The FCC has granted an Equipment Authorization for this mobile

device with all reported SAR levels evaluated as in compliance with the FCC RF exposure guidelines.

This device has a FCC ID number: A3LSMR750G [Model Number: SM-R750T] and the specific SAR levels for this device can be found at the following FCC website: www.fcc.gov/oet/ea/.

The SAR information for this device can also be found on Samsung's website: www.samsung.com/sar.

SAR information on this and other model devices can be accessed online on the FCC's website through http://transition.fcc.gov/oet/rfsafety/sar.html. To find information that pertains to a particular model, this site uses the device FCC ID

number which is usually printed somewhere on the case of the device. Sometimes it may be necessary to remove the battery pack to find the number. Once you have the FCC ID number for a particular device, follow the instructions on the website and it should provide values for typical or maximum SAR for a particular phone. Additional SAR information can also be obtained at www.fcc.gov/encyclopedia/specific-absorption-rate-sar-cellular-telephones.

FCC Part 15 Information to User

Pursuant to part 15.21 of the FCC Rules, you are cautioned that changes or modifications not expressly approved by Samsung could void your authority to operate the device.

This device complies with part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

Note: This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications.

However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

Commercial Mobile Alerting System (CMAS)

This device is designed to receive wireless emergency alerts from the Commercial Mobile Alerting System ("CMAS"; which may also be known as the Personal Localized Alerting Network ("PLAN")). If your wireless provider has chosen to participate in CMAS/PLAN, alerts are available while in the provider's coverage area. If you travel outside your provider's coverage area, wireless emergency alerts may not be available. For more information, please contact your wireless provider.

Smart Practices While Driving

On the Road - Off the Device

The primary responsibility of every driver is the safe operation of his or her vehicle.

Responsible drivers understand that no secondary task should be performed while driving whether it be eating, drinking, talking to passengers, or using a mobile device - unless the driver has assessed the driving conditions and is confident that the secondary task will not interfere with their primary responsibility. **Do not engage in any activity while driving a moving vehicle which may cause you to take your eyes off the road or become so absorbed in the activity that your ability to concentrate on the act of**

driving becomes impaired. Samsung is committed to promoting responsible driving and giving drivers the tools they need to understand and address distractions.

Check the laws and regulations on the use of mobile devices and their accessories in the areas where you drive. Always obey them. The use of these devices may be prohibited or restricted in certain areas. For example, only hands-free use may be permitted in certain areas.

Before using your device to chat with friends, consider your circumstances. Let the chat wait when driving conditions require. Remember, driving comes first, nothing else!

If you consider a chat necessary and appropriate, follow these tips:

- Use a hands-free device;
- Secure your mobile device within easy reach;
- Chat when you are not moving;
- Plan chats when your car will be stationary;
- Do not engage in stressful or emotional conversations;
- Let the person with whom you are speaking know that you are driving and will suspend the chat if necessary;
- Do not take notes or look up information while driving;

Notice regarding legal restrictions on mounting this device in an automobile:

Laws in some states may prohibit mounting this device on or near the windshield of an automobile. In other states, the law may

permit mounting this device only in specific locations in the automobile. Be sure to consult the state and local laws or ordinances where you drive before mounting this device in an automobile. Failure to comply with these restrictions could result in fines, penalties, or other damages.

Never mount this device in a manner that will obstruct the driver's clear view of the street and traffic.

Never use wireless data services such as Web browsing or e-mail while operating a vehicle.

Never watch videos, such as a movie or clip, or play video games while operating a vehicle.

For more information, go to www.ctia.org.

Battery Use and Safety

The battery in your device is not intended to be replaced by the consumer. If you believe the battery is damaged or needs to be replaced, take the device to a service center for inspection and replacement.

- **Do not let the device or battery come in contact with liquids**. Liquids can get into the device's circuits, leading to corrosion. Even when the device appears to be dry and appears to operate normally, the circuitry could slowly corrode and pose a safety hazard. If the device and/or battery get wet, have them checked by your service provider or contact Samsung, even if they appear to be working properly.

- **Do not place your battery in or near a heat source**. Excessive heating can damage the device or the battery and could cause the device or the battery to explode. Do not dry a wet or damp battery with an appliance or heat source such as a microwave oven, hair dryer, iron, or radiator. Avoid leaving your device in your car in high temperatures.

- **Caution: Some applications or prolonged usage may increase device temperature.** Prolonged skin contact with a device that is hot to the touch may produce skin discomfort or redness, or low-temperature burns. If the device feels hot to the touch, discontinue use and close all applications or turn off the device until it cools. Always ensure that the device has adequate ventilation and air flow. Covering the device with bedding, your body, thick clothing or any other materials that significantly affect air flow may affect the performance of the device and poses a possible risk of fire or explosion, which could lead to serious bodily injuries or damage to property.

- **Do not dispose of the device or the battery in a fire**. The device or the battery may explode when overheated.
- **Avoid dropping the device** Dropping the device, especially on a hard surface, can potentially cause damage to the device. If you suspect damage to the device or battery, take it to a service center for inspection.
- **Never use any charger or battery that is damaged in any way**.

Important! Use only Samsung-approved batteries, and recharge your battery only with Samsung-approved chargers which are specifically designed for your device.

WARNING!

Use of a non-Samsung-approved battery or charger may present a risk of fire, explosion, leakage, or other hazard. Samsung's warranty does not cover damage to the device caused by non-Samsung-approved batteries and/or chargers.

- **Do not use incompatible batteries and chargers**. Some websites and second-hand dealers not associated with reputable manufacturers and carriers, might be selling incompatible or even counterfeit batteries and chargers. Consumers should purchase manufacturer or carrier-recommended products and accessories. If unsure about whether a replacement battery or charger is compatible, contact the manufacturer of the battery or charger.

- **Misuse or use of incompatible batteries and charging devices could result in damage to the equipment and a possible risk of fire, explosion, or leakage, leading to serious injuries, damages to your device, or other serious hazard.**

Samsung Mobile Products and Recycling

Samsung cares for the environment and encourages its customers to recycle Samsung mobile devices and genuine Samsung accessories.

Proper disposal of your mobile device and its battery is not only important for safety, it benefits the environment. Batteries must be recycled or disposed of properly.

For more information about recycling your device, go to: http://mobile.samsungusa.com/recycling/index.jsp or call 1-800-822-8837.

To find the nearest recycling location, go to: www.samsung.com/recyclingdirect or call 1-877-278-0799.

Warning! Never dispose of batteries in a fire because they may explode.

UL Certified Travel Charger

The Travel Charger for this mobile device has met applicable UL safety requirements. Please adhere to the following safety instructions per UL guidelines:

FAILURE TO FOLLOW THE INSTRUCTIONS OUTLINED MAY LEAD TO SERIOUS PERSONAL INJURY AND POSSIBLE PROPERTY DAMAGE.

IMPORTANT SAFETY INSTRUCTIONS - SAVE THESE INSTRUCTIONS.

DANGER - TO REDUCE THE RISK OF FIRE OR ELECTRIC SHOCK, CAREFULLY FOLLOW THESE INSTRUCTIONS.

FOR CONNECTION TO A SUPPLY NOT IN NORTH AMERICA, USE AN ATTACHMENT PLUG ADAPTOR OF THE PROPER CONFIGURATION FOR THE POWER OUTLET.
THIS POWER UNIT IS INTENDED TO BE CORRECTLY ORIENTED IN A VERTICAL OR HORIZONTAL OR FLOOR MOUNT POSITION.

Display / Touch-Screen

Please note the following information when using your mobile device:

WARNING REGARDING DISPLAY

The display on your mobile device is made of glass or acrylic and could break if your mobile device is dropped or if it receives significant impact. Do not use if screen is broken or cracked as this could cause injury to you.

WARRANTY DISCLAIMER: PROPER USE OF A TOUCH-SCREEN MOBILE DEVICE

If your mobile device has a touch-screen display, please note that a touch-screen responds best to a light touch from the pad of your finger or a non-metallic stylus. Using excessive force or a metallic object when pressing on the touch-screen may damage the tempered glass surface and void the warranty. For more information, please refer to the “Standard Limited Warranty”.

GPS & AGPS

Certain Samsung mobile devices can use a Global Positioning System (GPS) signal for location-based applications. A GPS uses satellites controlled by the U.S. Government that are subject to changes implemented in accordance with the Department of Defense policy and the 2008 Federal Radio navigation Plan (FRP). Changes may affect the performance of location-based technology on your mobile device.

Certain Samsung mobile devices can also use an Assisted Global Positioning System (AGPS), which obtains information from the cellular network to improve GPS performance. AGPS uses your wireless service provider's network and therefore

airtime, data charges, and/or additional charges may apply in accordance with your service plan. Contact your wireless service provider for details.

Your Location

Location-based information includes information that can be used to determine the approximate location of a mobile device. Mobile devices which are connected to a wireless network transmit location-based information. Additionally, if you use applications that require location-based information (e.g. driving directions), such applications transmit location-based information. The location-based information may be shared with third-parties, including

your wireless service provider, applications providers, Samsung, and other third-parties providing services.

Use of AGPS in Emergency Calls

When you make an emergency call, the cellular network may activate AGPS technology in your mobile device to tell the emergency responders your approximate location.

AGPS has limitations and **might not work in your area**. Therefore:

- Always tell the emergency responder your location to the best of your ability; and
- Remain on the mobile device for as long as the emergency responder instructs you.

Navigation

Maps, directions, and other navigation-data, including data relating to your current location, may contain inaccurate or incomplete data, and circumstances can and do change over time. In some areas, complete information may not be available. **Therefore, you should always visually confirm that the navigational instructions are consistent with what you see before following them. All users should pay attention to road conditions, closures, traffic, and all other factors that may impact safe driving or walking. Always obey posted road signs.**

Emergency Calls

This mobile device, like any wireless mobile device, operates using radio signals, wireless and landline networks, as well as user-programmed functions, which cannot guarantee connection in all conditions, areas, or circumstances. In addition, this mobile device is equipped with protective software that disables calling in the event the device heats up above a certain temperature.

Therefore, you should never rely solely on this or any wireless mobile device for essential communications (medical emergencies, for example). Before traveling in remote or underdeveloped areas, plan an alternate method of contacting emergency

services personnel. Remember, to make or receive any calls, the mobile device must be switched on and in a service area with adequate signal strength.

Emergency calls may not be possible on all wireless mobile device networks or when certain network services and/or mobile device features are in use. Check with local service providers. If certain features are in use (call blocking, for example), you may first need to deactivate those features before you can make an emergency call. Consult your User Manual and your local cellular service provider. When making an emergency call, remember to give all the necessary information as accurately as possible. Remember that your mobile device

may be the only means of communication at the scene of an accident; do not cut off the call until given permission to do so.

To make an emergency call:

1. If the mobile device is not on, switch it on.
2. Open your phone dialer.
3. Enter the emergency number for your present location (for example, 911 or other official emergency number), then tap Call/Send. Emergency numbers vary by location.

Caution! If you feel discomfort while using the device, stop using it and remove it from your wrist.

Warning! To avoid device malfunction, skin discomfort or damage, and battery draining, an initial warning will appear on the device if it reaches a specific temperature. If the device temperature continues to rise, a second warning will appear, at which time, depending on your carrier network, calling and device functions may be disabled until the device cools down to a specific temperature, except for incoming 911 calls. If you are on a call with 911 when the second warning appears, the call will remain active until terminated.

Warning! If the device temperature rises further, a third warning will appear; at this time, the entire device may shut down. Any 911 call that is connected at the time will remain active until you terminate the call. However, depending on your carrier network, you may not be able to make or receive 911 calls until device cools down to a specific temperature.

Care and Maintenance

Your mobile device is a product of superior design and craftsmanship and should be treated with care. The suggestions below will help you fulfill any warranty obligations and allow you to enjoy this product for many years:

Keep your Samsung Mobile Device away from:

Deliberate exposure to liquids of any kind

Please refer to instructions for adhering to IP67 certification parameters and make sure that liquid exposure of the device does not exceed these limitations. Precipitation, humidity, and liquids contain minerals that will corrode electronic circuits.

If the mobile device does get wet, do not accelerate drying with the use of an oven, microwave, or dryer, because this may damage the mobile device and could cause a fire or explosion. Do not use the mobile device in very wet conditions. Doing so may cause an electric shock to you or damage to the mobile device. Do not expose the straps to very wet conditions. Wet straps can cause skin irritations. Dry the straps first. If you experience skin irritation when wearing the device, stop wearing the device and consult a physician.

Extreme heat or cold

Avoid temperatures below 0°C / 32°F or above 45°C / 113°F.

Microwaves

Do not try to dry your mobile device in a microwave oven. Doing so may cause a fire or explosion.

Dust and dirt

Do not expose your mobile device to dust, dirt, or sand.

Cleaning solutions

Do not use harsh chemicals, cleaning solvents, or strong detergents to clean the mobile device. Wipe it with a soft cloth slightly dampened in a mild soap-and-water solution. If the mobile device has a retractable camera lens, do not use soap and water to clean the lens. Use a blower or brush or lens cleaning

paper dampened in a lens cleaning solution.

Shock or vibration

Do not drop, knock, or shake the mobile device. Rough handling can break internal circuit boards.

Paint

Do not paint the mobile device. Paint can clog the device's moving parts or ventilation openings and prevent proper operation.

Strap

Ensure that the strap is kept clean.

Bluetooth

Do not touch the Bluetooth antenna of a connected mobile device.

- Samsung is not responsible for the loss, interception, or misuse of data sent or received via the Bluetooth feature.
- Always ensure that you share and receive data with devices that are trusted and properly secured.
- Some devices, especially those that are not tested or approved by the Bluetooth SIG, may not be compatible with your device.

Important! Do not allow the touch screen to come into contact with other electrical devices. Electrostatic discharges can cause the touch screen to malfunction.

Caution! To avoid damaging the touch screen, do not tap it with anything sharp or apply excessive pressure to it with your fingertips.

Responsible Listening

Caution! Avoid potential hearing loss.

Damage to hearing occurs when a person is exposed to loud sounds over time. The risk of hearing loss increases as sound is played louder and for longer durations. Prolonged exposure to loud sounds (including music) is the most common cause of preventable hearing loss. Some scientific research suggests that using portable audio devices, such as portable music players and cell phones, at high volume settings for long durations may lead to permanent noise-induced hearing loss.

This includes the use of headphones (including headsets, earbuds, and Bluetooth® or other wireless devices). Exposure to very loud sound has also been associated in some studies with tinnitus (a ringing in the ear), hypersensitivity to sound, and distorted hearing. Individual susceptibility to noise-induced hearing loss and potential hearing problem varies. Additionally, the amount of sound produced by a portable audio device varies depending on the nature of the sound, the device settings, and the headphones that are used. As a result, there is no single volume setting that is appropriate for everyone or for every combination of sound, settings, and equipment.

You should follow some common sense recommendations when using any portable audio device:

- Always turn the volume down before plugging the earphones into an audio source.
- Set the volume in a quiet environment and select the lowest volume at which you can hear adequately.
- Be aware that you can adapt to higher volume settings over time, not realizing that the higher volume may be harmful to your hearing.
- When using headphones, turn the volume down if you cannot hear the people speaking near you or if the person sitting next to you can hear what you are listening to.

- Do not turn the volume up to block out noisy surroundings. If you choose to listen to your portable device in a noisy environment, use noise-cancelling headphones to block out background environmental noise. By blocking background environment noise, noise cancelling headphones should allow you to hear the music at lower volumes than when using earbuds.
- Limit the amount of time you listen. As the volume increases, less time is required before you hearing could be affected.

- Avoid using headphones after exposure to extremely loud noises, such as rock concerts, that might cause temporary hearing loss. Temporary hearing loss might cause unsafe volumes to sound normal.
- Do not listen at any volume that causes you discomfort. If you experience ringing in your ears, hear muffled speech, or experience any temporary hearing difficulty after listening to your portable audio device, discontinue use and consult your doctor.

You can obtain additional information on this subject from the following sources:

American Academy of Audiology

11730 Plaza American Drive, Suite 300
Reston, VA 20190

Voice: (800) 222-2336
Email: info@audiology.org

Internet:
www.audiology.org/Pages/default.aspx

National Institute on Deafness and Other Communication Disorders

National Institutes of Health
31 Center Drive, MSC 2320
Bethesda, MD 20892-2320

Email: nidcdinfo@nih.gov

Internet:
www.nidcd.nih.gov/

National Institute for Occupational Safety and Health (NIOSH)

395 E Street, S.W., Suite 9200
Patriots Plaza Building
Washington, DC 20201

Voice: 1-800-35-NIOSH
(1-800-356-4674)
1-800-CDC-INFO (1-800-232-4636)
Outside the U.S. 513-533-8328

Email: cdcinfo@cdc.gov

Internet:
www.cdc.gov/niosh/topics/noise/default.html

1-888-232-6348 TTY

Operating Environment

Remember to follow any special regulations in force in any area, and always switch your mobile device off whenever it is forbidden to use it, or when it may cause interference or danger. When connecting the mobile device or any accessory to another device, read its user's guide for detailed safety instructions. Do not connect incompatible products.

Using Your Mobile Device Near Other Electronic Devices

Most modern electronic equipment is shielded from Radio Frequency (RF) signals. However, certain electronic equipment may not be shielded against the RF signals from your wireless mobile device. Consult the manufacturer to discuss alternatives.

Implantable Medical Devices

A minimum separation of six (6) inches should be maintained between a handheld wireless mobile device and an implantable medical device, such as a pacemaker or implantable cardioverter defibrillator, to avoid potential interference with the device.

Persons who have such devices:

- Should ALWAYS keep the mobile device more than six (6) inches from their implantable medical device when the mobile device is turned ON;
- Should not carry the mobile device in a breast pocket;

- Should use the ear opposite the implantable medical device to minimize the potential for interference;
- Should turn the mobile device OFF immediately if there is any reason to suspect that interference is taking place;
- Should read and follow the directions from the manufacturer of your implantable medical device. If you have any questions about using your wireless mobile device with an implantable medical device, consult your health care provider.

For more information see: www.fcc.gov/oet/rfsafety/rf-faqs.html#.

Other Medical Devices

If you use any other personal medical devices, consult the manufacturer of your device to determine if it is adequately shielded from external RF energy. Your physician may be able to assist you in obtaining this information. Switch your mobile device off in health care facilities when any regulations posted in these areas instruct you to do so. Hospitals or health care facilities may be using equipment that could be sensitive to external RF energy.

Vehicles

RF signals may affect improperly installed or inadequately shielded electronic systems in motor vehicles. Check with the manufacturer or its representative regarding your vehicle

before using your mobile device in a motor vehicle. You should also consult the manufacturer of any equipment that has been added to your vehicle.

Posted Facilities

Switch your mobile device off in any facility where posted notices require you to do so.

Potentially Explosive Environments

Switch your mobile device off when in any area with a potentially explosive atmosphere and obey all signs and instructions. Sparks in such areas could cause an explosion or fire resulting in bodily injury or even death. Users are advised to switch the mobile device off while at a refueling point (service station).

Users are reminded of the need to observe restrictions on the use of radio equipment in fuel depots (fuel storage and distribution areas), chemical plants, or where blasting operations are in progress. Areas with a potentially explosive atmosphere are often, but not always, clearly marked. They include below deck on boats, chemical transfer or storage facilities, vehicles using liquefied petroleum gas (such as propane or butane), areas where the air contains chemicals or particles, such as grain, dust, or metal powders, and any other area where you would normally be advised to turn off your vehicle engine. Vehicles using liquefied petroleum gas (such as propane or butane) must comply with the National Fire

Protection Standard (NFPA-58). For a copy of this standard, contact the National Fire Protection Association.

When your Device is Wet

Do not turn on your device if it is wet. If your device is already on, turn it off and remove the battery immediately (if the device will not turn off or you cannot remove the battery, leave it as-is). Then, dry the device with a towel and take it to a service center.

Restricting Children's Access to Your Mobile Device

Your mobile device is not a toy. Do not allow children to play with it because they could hurt themselves and others, damage the mobile device, or make calls that increase your mobile device bill.

Keep the mobile device and all its parts and accessories out of the reach of small children.

FCC Notice and Cautions

FCC Notice

The mobile device may cause TV or radio interference if used in close proximity to receiving equipment. The FCC can require you to stop using the mobile device if such interference cannot be eliminated.

Cautions

Any changes or modifications to your mobile device not expressly approved by Samsung could void your warranty for this equipment and void your authority to operate this equipment. Only use approved batteries, antennas, and chargers. The use of any unauthorized accessories may be dangerous

and void the mobile device warranty if said accessories cause damage or a defect to the mobile device.

Although your mobile device is quite sturdy, it is a complex piece of equipment and can be broken. Avoid dropping, hitting, bending, or sitting on it.

Other Important Safety Information

- Only qualified personnel should service the mobile device or install the mobile device in a vehicle. Faulty installation or service may be dangerous and may invalidate any warranty applicable to the device.

- Ensure that any mobile devices or related equipment installed in your vehicle are securely mounted.
- Check regularly that all wireless mobile device equipment in your vehicle is mounted and operating properly.
- When using a headset in dry environments, static electricity can build up in the headset and cause a small quick static electrical shock. To minimize the risk of electrostatic discharge from the headset avoid using the headset in extremely dry environments or touch a grounded unpainted metal object to discharge static electricity before inserting the headset.

- Do not store or carry flammable liquids, gases, or explosive materials in the same compartment as the mobile device, its parts, or accessories.
- For vehicles equipped with an air bag, remember that an air bag inflates with great force. Do not place objects, including installed or portable wireless equipment near or in the area over the air bag or in the air bag deployment area. If wireless equipment is improperly installed and the air bag inflates, serious injury could result.

- Switch your mobile device off before boarding an aircraft. The use of wireless mobile devices in aircraft is illegal and may be dangerous to the aircraft's operation. Check with appropriate authorities before using any function of a mobile device while on an aircraft.
- Failure to observe these instructions may lead to the suspension or denial of cell phone services to the offender, or legal action, or both.
- While using your device, leave some lights on in the room and do not hold the screen too close to your eyes.

- Seizures or blackouts can occur when you are exposed to flashing lights while watching videos or playing games for extended periods. If you feel any discomfort, stop using the device immediately.
- Reduce risk of repetitive motion injuries. When you repetitively perform actions, such as pressing keys, drawing characters on a touch screen with your fingers, or playing games, you may experience occasional discomfort in your hands, neck, shoulders, or other parts of your body. When using your device for extended periods, hold the device with a relaxed grip, press the keys lightly, and take frequent breaks. If you continue to have discomfort during or after such use, stop use and see a physician.

- If your device has a camera flash or light, do not use the flash or light close to the eyes of people or pets. [070114]

Section 2: Warranty Information

SAMSUNG TELECOMMUNICATIONS AMERICA, LLC (“SAMSUNG”) warrants that SAMSUNG's devices and accessories ("Products") are free from defects in material and workmanship under normal use and service.

Samsung Telecommunications America, LLC
1301 E. Lookout Drive
Richardson, Texas 75082

Phone: 1-800-SAMSUNG (726-7864)

Phone: 1-888-987-HELP (4357)

Standard Limited Warranty

What is covered and for how long?

The warranty period commences upon the date of purchase by the first consumer purchaser and continuing for the following specified period of time after that date:

Device	1 Year
Battery(ies)*	1 Year
Other Accessories*	1 Year

*If applicable.

What is not covered?

This Limited Warranty is conditioned upon proper use of the Product.

This Limited Warranty does not cover: (a) defects or damage resulting from accident, misuse, abnormal use, abnormal conditions, improper storage, exposure to liquid, moisture, dampness, sand or dirt, neglect, or unusual physical, electrical or electromechanical stress; (b) scratches, dents and cosmetic damage, unless caused by SAMSUNG; (c) defects or damage resulting from excessive force or use of a metallic object when pressing on a touch screen; (d) equipment that has the serial number or the enhancement data code removed, defaced, damaged, altered or made illegible; (e) ordinary wear and tear; (f) defects or damage resulting from the use of Product in conjunction or connection with accessories, products, or ancillary/peripheral

equipment not furnished or approved by SAMSUNG; (g) defects or damage resulting from improper testing, operation, maintenance, installation, service, or adjustment not furnished or approved by SAMSUNG, including but not limited to installation of unauthorized software and unauthorized root access, both of which shall void this limited warranty; (h) defects or damage resulting from external causes such as collision with an object, fire, flooding, dirt, windstorm, lightning, earthquake, exposure to weather conditions, theft, blown fuse, or improper use of any electrical source; (i) defects or damage resulting from cellular signal reception or transmission, or viruses or other software problems introduced into the Product; or (j) Product used or purchased

outside the United States. This Limited Warranty covers batteries only if battery capacity falls below 80% of rated capacity or the battery leaks, and this Limited Warranty does not cover any battery if (i) the battery has been charged by a battery charger not specified or approved by SAMSUNG for charging the battery; (ii) any of the seals on the battery are broken or show evidence of tampering; or (iii) the battery has been used in equipment other than the SAMSUNG device for which it is specified.

What are SAMSUNG's obligations?

During the applicable warranty period, provided the Product is returned in accordance with the terms of this Limited Warranty, SAMSUNG will repair or replace

the Product, at SAMSUNG's sole option, without charge. SAMSUNG may, at SAMSUNG's sole option, use rebuilt, reconditioned, or new parts or components when repairing any Product, or may replace the Product with a rebuilt, reconditioned or new Product.

Repaired/replaced cases, pouches and holsters will be warranted for a period of ninety (90) days. All other repaired/replaced Products will be warranted for a period equal to the remainder of the original Limited Warranty on the original Product or for ninety (90) days, whichever is longer. All replaced Products, parts, components, boards and equipment shall become the property of SAMSUNG. Except to any extent expressly

allowed by applicable law, transfer or assignment of this Limited Warranty is prohibited.

What must you do to obtain warranty service?

To obtain service under this Limited Warranty, you must return the Product to an authorized phone service facility in an adequate container for shipping, accompanied by the sales receipt or comparable proof of sale showing the original date of purchase, the serial number of the Product and the seller's name and address.

To obtain assistance on where to deliver the Product, please call SAMSUNG Customer Care at 1-888-987-4357. If SAMSUNG determines that any Product is not covered

by this Limited Warranty, you must pay all parts, shipping, and labor charges for the repair or return of such Product.

You should keep a separate backup copy of any contents of the Product before delivering the Product to SAMSUNG for warranty service, as some or all of the contents may be deleted or reformatted during the course of warranty service.

What are the limits on SAMSUNG's liability?

THIS LIMITED WARRANTY SETS OUT THE FULL EXTENT OF SAMSUNG'S RESPONSIBILITIES, AND THE EXCLUSIVE REMEDY REGARDING THE PRODUCTS.

ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. IN NO EVENT SHALL SAMSUNG BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT OR FOR, WITHOUT LIMITATION, COMMERCIAL LOSS OF ANY SORT; LOSS OF USE, TIME, DATA, REPUTATION, OPPORTUNITY, GOODWILL, PROFITS OR SAVINGS; INCONVENIENCE; INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; OR DAMAGES ARISING FROM THE USE OR INABILITY TO USE THE PRODUCT. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE DISCLAIMER OR LIMITATION OF INCIDENTAL OR

CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO YOU.

SAMSUNG MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE OR SUITABILITY OF ANY THIRD-PARTY SOFTWARE OR EQUIPMENT USED IN CONJUNCTION WITH THE PRODUCT, OR THE ABILITY TO INTEGRATE ANY SUCH SOFTWARE OR EQUIPMENT WITH THE PRODUCT, WHETHER SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT IS INCLUDED WITH THE PRODUCT DISTRIBUTED BY SAMSUNG OR OTHERWISE. RESPONSIBILITY FOR THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE AND

SUITABILITY OF ANY SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT RESTS SOLELY WITH THE USER AND THE DIRECT VENDOR, OWNER OR SUPPLIER OF SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT.

Nothing in the Product instructions or information shall be construed to create an express warranty of any kind with respect to the Products. No agent, employee, dealer, representative or reseller is authorized to modify or extend this Limited Warranty or to make binding representations or claims, whether in advertising, presentations or otherwise, on behalf of SAMSUNG regarding the Products or this Limited Warranty.

This Limited Warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

What is the procedure for resolving disputes?

ALL DISPUTES WITH SAMSUNG ARISING IN ANY WAY FROM THIS LIMITED WARRANTY OR THE SALE, CONDITION OR PERFORMANCE OF THE PRODUCTS SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, AND NOT BY A COURT OR JURY.

Any such dispute shall not be combined or consolidated with a dispute involving any other person's or entity's Product or claim, and specifically, without limitation of the foregoing, shall not under any circumstances proceed as part of a class action. The

arbitration shall be conducted before a single arbitrator, whose award may not exceed, in form or amount, the relief allowed by the applicable law. The arbitration shall be conducted according to the American Arbitration Association (AAA) Commercial Arbitration Rules applicable to consumer disputes. This arbitration provision is entered pursuant to the Federal Arbitration Act. The laws of the State of Texas, without reference to its choice of laws principles, shall govern the interpretation of the Limited Warranty and all disputes that are subject to this arbitration provision. The arbitrator shall decide all issues of interpretation and application of this arbitration provision and the Limited Warranty.

For any arbitration in which your total damage claims, exclusive of attorney fees and expert witness fees, are $5,000.00 or less (“Small Claim”), the arbitrator may, if you prevail, award your reasonable attorney fees, expert witness fees and costs as part of any award, but may not grant SAMSUNG its attorney fees, expert witness fees or costs unless it is determined that the claim was brought in bad faith. In a Small Claim case, you shall be required to pay no more than half of the total administrative, facility and arbitrator fees, or $50.00 of such fees, whichever is less, and SAMSUNG shall pay the remainder of such fees. Administrative, facility and arbitrator fees for arbitrations in which your total damage claims, exclusive of attorney fees and expert witness fees,

exceed $5,000.00 (“Large Claim”) shall be determined according to AAA rules. In a Large Claim case, the arbitrator may grant to the prevailing party, or apportion among the parties, reasonable attorney fees, expert witness fees and costs. Judgment may be entered on the arbitrator’s award in any court of competent jurisdiction.

This arbitration provision also applies to claims against SAMSUNG’s employees, representatives and affiliates if any such claim arises from the Product’s sale, condition or performance.

You may opt out of this dispute resolution procedure by providing notice to SAMSUNG no later than 30 calendar days from the date of the first consumer purchaser’s purchase of

the Product. To opt out, you must send notice by e-mail to optout@sta.samsung.com, with the subject line: "Arbitration Opt Out." You must include in the opt out e-mail (a) your name and address; (b) the date on which the Product was purchased; (c) the Product model name or model number; and (d) the IMEI or MEID or Serial Number, as applicable, if you have it (the IMEI or MEID or Serial Number can be found (i) on the Product box; (ii) on the Product information screen, which can be found under "Settings;" (iii) on a label on the back of the Product beneath the battery, if the battery is removable; and (iv) on the outside of the Product if the battery is not removable). Alternatively, you may opt out by calling 1-888-987-4357 no later than 30 calendar days from the date of the first consumer

purchaser's purchase of the Product and providing the same information. These are the only two forms of notice that will be effective to opt out of this dispute resolution procedure. Opting out of this dispute resolution procedure will not affect the coverage of the Limited Warranty in any way, and you will continue to enjoy the benefits of the Limited Warranty.

Severability

If any portion of this Limited Warranty is held to be illegal or unenforceable, such partial illegality or unenforceability shall not affect the enforceability of the remainder of the Limited Warranty.

Precautions for Transfer and Disposal

If data stored on this device is deleted or reformatted using the standard methods, the data only appears to be removed on a superficial level, and it may be possible for someone to retrieve and reuse the data by means of special software.

To avoid unintended information leaks and other problems of this sort, it is recommended that the device be returned to Samsung's Customer Care Center for an Extended File System (EFS) Clear which will eliminate all user memory and return all settings to default settings. Please contact the **Samsung Customer Care Center** for details.

Important! Please provide warranty information (proof of purchase) to Samsung's Customer Care Center in order to provide this service at no charge. If the warranty has expired on the device, charges may apply.

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End User License Agreement for Software

IMPORTANT. READ CAREFULLY: This End User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Samsung Electronics Co., Ltd. ("Samsung") for software, owned by Samsung and its affiliated companies and its third party suppliers and licensors, that accompanies this EULA, which includes computer software and may include associated media, printed materials, "online" or electronic documentation in connection with your use of this device ("Software").

This device requires the use of preloaded software in its normal operation. BY USING THE DEVICE OR ITS PRELOADED SOFTWARE, YOU ACCEPT THE TERMS OF THIS EULA. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT USE THE DEVICE OR THE SOFTWARE.

1. **GRANT OF LICENSE**. Samsung grants you the following rights provided that you comply with all terms and conditions of this EULA: You may install, use, access, display and run one copy of the Software on the local hard disk(s) or other permanent storage media of one computer and use the Software on a single computer or a mobile device at a time, and you may not make the Software available over a network where it could be used by multiple computers at the same time. You may make one copy of the

Software in machine readable form for backup purposes only; provided that the backup copy must include all copyright or other proprietary notices contained on the original.

Certain items of the Software may be subject to open source licenses. The open source license provisions may override some of the terms of this EULA. We make the applicable open source licenses available to you on the Legal Notices section of the Settings menu of your device.

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4. **CONSENT TO USE OF DATA.** You agree that Samsung and its affiliates may collect and use technical information gathered as part of the product support services related to the Software provided to you, if any, such as IMEI (your device's unique identification number), device number, model name, customer code, access recording, your device's current SW version, MCC (Mobile Country Code), MNC (Mobile Network Code). Samsung and its affiliates may use this information solely to improve their products or to provide customized services or technologies to you and will not disclose this information in a form that personally identifies you. At all times your information will be treated in accordance with

Samsung's Privacy Policy, which can be viewed at: http://account.samsung.com/membership/pp.

5. **SOFTWARE UPDATES**. Samsung may provide to you or make available to you updates, upgrades, supplements and add-on components (if any) of the Software, including bug fixes, service upgrades (parts or whole), products or devices, and updates and enhancements to any software previously installed (including entirely new versions), (collectively "Update") after the date you obtain your initial copy of the Software to improve the Software and ultimately enhance your user experience with your device. This EULA applies to all and any component of the Update that Samsung may provide to you or make

available to you after the date you obtain your initial copy of the Software, unless we provide other terms along with such Update. To use Software provided through Update, you must first be licensed for the Software identified by Samsung as eligible for the Update. After the Update, you may no longer use the Software that formed the basis for your Update eligibility. The updated Software version may add new functions and, in some limited cases, may delete existing functions.

While the Update will be generally available, in some limited circumstances, the Software updates will only be offered by your network carrier, and such Software updates will be governed by your contractual relationship with your network carrier.

With the “Automatic Update” function enabled (as in the default setting in the System Update menu in the Setting), your device downloads some Updates automatically from time to time. Your device will, however, ask for your consent before installing any Update If you choose to disable the “Automatic Update” function, then you can check the availability of new Updates by clicking on the “Check Update” menu in the Setting. We recommend that you check availability of any new Updates periodically for optimal use of your device. If you want to avoid any use of network data for the Update downloads, then you should choose the “Wi-Fi Only” option in the Setting. (Regardless of

the option you choose, the “Automatic Update” function downloads Updates only through Wi-Fi connection.)

6. Some features of the Software may require your device to have access to the internet and may be subject to restrictions imposed by your network or internet provider. Unless your device is connected to the internet through Wi-Fi connection, the Software will access through your mobile network, which may result in additional charges depending on your payment plan. In addition, your enjoyment of some features of the Software may be affected by the suitability and performance of your device hardware or data access.

7. **SOFTWARE TRANSFER.** You may not transfer this EULA or the rights to the Software granted herein to any third party unless it is in connection with the sale of the mobile device which the Software accompanied. In such event, the transfer must include all of the Software (including all component parts, the media and printed materials, any upgrades, this EULA) and you may not retain any copies of the Software. The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the Software must agree to all the EULA terms.

8. **EXPORT RESTRICTIONS**. You acknowledge that the Software is subject to export restrictions of various countries. You agree to comply with all applicable international and

national laws that apply to the Software, including all the applicable export restriction laws and regulations.

9. **TERMINATION**. This EULA is effective until terminated. Your rights under this License will terminate automatically without notice from Samsung if you fail to comply with any of the terms and conditions of this EULA. Upon termination of this EULA, you must cease all use of the Software and destroy all copies, full or partial, of the Software.

10. **DISCLAIMER OF WARRANTY**. UNLESS SEPARATELY STATED IN A WRITTEN EXPRESS LIMITED WARRANTY ACCOMPANYING YOUR DEVICE, ALL SOFTWARE PROVIDED BY SAMSUNG WITH THIS MOBILE DEVICE (WHETHER INCLUDED

WITH THE DEVICE, DOWNLOADED, OR OTHERWISE OBTAINED) IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND FROM SAMSUNG, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT POSSIBLE PURSUANT TO APPLICABLE LAW, SAMSUNG DISCLAIMS ALL WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR WORKMANLIKE EFFORT, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY OR AVAILABILITY, ACCURACY, LACK OF VIRUSES, QUIET ENJOYMENT, NON INFRINGEMENT OF THIRD PARTY RIGHTS OR OTHER VIOLATION OF RIGHTS. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF

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11. **THIRD-PARTY APPLICATIONS**. Certain third party applications may be included with, or downloaded to this mobile device. Samsung makes no representations whatsoever about any of these applications. Since Samsung has no control over such applications, you acknowledge and agree that Samsung is not responsible for the availability of such

applications and is not responsible or liable for any content, advertising, products, services, or other materials on or available from such applications. You expressly acknowledge and agree that use of third party applications is at your sole risk and that the entire risk of unsatisfactory quality, performance, accuracy and effort is with you. It is up to you to take precautions to ensure that whatever you select to use is free of such items as viruses, worms, Trojan horses, and other items of a destructive nature. References on this mobile device to any names, marks, products, or services of any third-parties are provided solely as a convenience to you, and do not constitute or imply an endorsement, sponsorship, or recommendation of, or affiliation with the

third party or its products and services. You agree that Samsung shall not be responsible or liable, directly or indirectly, for any damage or loss, including but not limited to any damage to the mobile device or loss of data, caused or alleged to be caused by, or in connection with, use of or reliance on any such third party content, products, or services available on or through any such application. You acknowledge and agree that the use of any third-party application is governed by such third party application provider's Terms of Use, License Agreement, Privacy Policy, or other such agreement and that any information or personal data you provide, whether knowingly or unknowingly, to such third-party application provider, will be subject to such third party application

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12. **SAMSUNG APPLICATIONS**. Certain Samsung applications and services may be included with, or downloaded to, this mobile device. Many of them require Samsung Services membership registration

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Arbitration Rules applicable to consumer disputes. This arbitration provision is entered pursuant to the Federal Arbitration Act. The laws of the State of Texas, without reference to its choice of laws principles, shall govern the interpretation of the EULA and all disputes that are subject to this arbitration provision. The arbitrator shall decide all issues of interpretation and application of this arbitration provision and the EULA. For any arbitration in which your total damage claims, exclusive of attorney fees and expert witness fees, are $5,000.00 or less ("Small Claim"), the arbitrator may, if you prevail, award your reasonable attorney fees, expert witness fees and costs as part of any award, but may not grant Samsung its attorney fees, expert witness fees or costs unless it is

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found (i) on the device box; (ii) on the device information screen, which can be found under "Settings;" (iii) on a label on the back of the device beneath the battery, if the battery is removable; and (iv) on the outside of the device if the battery is not removable). Alternatively, you may opt out by calling 1-888-987-4357 no later than 30 calendar days from the date of the first consumer purchaser's purchase of the device and providing the same information. These are the only two forms of notice that will be effective to opt out of this dispute resolution procedure. Opting out of this dispute resolution procedure will not affect your use of the device or its preloaded Software, and you will continue to enjoy the benefits of this license.

17. **ENTIRE AGREEMENT; SEVERABILITY.** This EULA is the entire agreement between you and Samsung relating to the Software and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. [050113]

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